TEXAS AMENDATORY ENDORSEMENT ADDING PROVISIONS FOR CHANGED CIRCUMSTANCES (HO-A, HO-BT, TDP-1, HO-CON-B)

TX**099** TEXAS 1st Edition

You agree by acceptance of this policy and payment of premium that all information you have provided to us is accurate. You agree to cooperate with us in determining if this information is correct and complete. You agree to notify us if any of this information is inaccurate, incomplete or changes. You agree that if any information changes or is determined by you or us to be incorrect or incomplete, we may, during the policy period, adjust your coverage, limits and premium accordingly. Any adjustments by us of your premium or changes in your coverage will be made using the rules, rates and forms used in your state.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

94-1629 1ST EDITION S-08 W1629101

IMPORTANT NOTICE (Please keep for your records)

Subscription Agreement Notice

By payment of the policy premium, you acknowledge that you have received and read the Fire Insurance Exchange Subscription Agreement (the terms of which are provided below) and that you agree to be bound to all of the terms and conditions of the Subscription Agreement.

Under the Subscription Agreement, you appoint Fire Underwriters Association (the "Association") to act as the Attorney-in-Fact. The Association has acted in this capacity since 1942. The Subscription Agreement provides for payment of compensation to the Association for its becoming and acting as Attorney-in-Fact. This compensation consists of a membership fee and a percentage of premiums on all policies of insurance or reinsurance issued or effected by the Exchange. These fees are included in your policy payment and are not an additional fee.

We reserve the right to request that you provide us with a signed Subscription Agreement and if you fail to do so, your coverage may be terminated.

SUBSCRIPTION AGREEMENT

For and in consideration of the benefits to be derived therefrom the subscriber covenants and agrees with Fire Insurance Exchange and other subscribers thereto through their and each of their Attorney-in-Fact, the Fire Underwriters Association, to exchange with all other subscribers' policies of insurance or reinsurance containing such terms and conditions therein as may be specified by said Attorney-in-Fact and approved by the Board of Governors or its Executive Committee for any loss insured against, and subscriber hereby designates, constitutes and appoints Fire Underwriters Association to be Attorney-in-Fact for subscriber, granting to it power to substitute another in its place, and in subscriber's name, place and stead to do all things which the subscriber or subscribers might or could do severally or jointly with reference to all policies issued, including cancellation thereof, collection and receipt of all monies due the Exchange from whatever source and disbursement of all loss and expense payments, effect reinsurance and all other acts incidental to the management of the Exchange and the business of interinsurance; subscriber further agrees that there shall be paid to said Association, as compensation for its becoming and acting as Attorney-in-Fact, the membership fees and twenty five per centum of the Premium Deposit for the insurance provided and twenty five per centum of the premiums required for continuance thereof.

The remaining portion of the Premium Deposit and of additional term payments made by or on behalf of the subscriber shall be applied to the payment of losses and expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by a Board of Governors duly elected by and from subscribers in accordance with provisions of policies issued, which Board or its Executive Committee or an agent or agency appointed by written authority of said Executive Committee shall have full powers to negotiate purchases, sales, trades, exchanges, and transfers of investments, properties, titles and securities, together with full powers to execute all necessary instruments. The expenses above referred to shall include all taxes, license fees, attorneys' fees and adjustment expenses and charges, expenses of members' and governors' meetings, agents' commissions, and such other specified fees, dues and expenses as may be authorized by the Board of Governors. All other expenses incurred in connection with the conduct of the Exchange and such of the above expenses as shall from time to time be agreed upon by and between the Association and the Board of Governors or its Executive Committee shall be borne by the Association.

The principal office of the Exchange and its Attorney-in-Fact shall be maintained in the City of Los Angeles, County of Los Angeles, State of California.

This agreement can be signed upon any number of counterparts with the same effect as if the signatures of all subscribers were upon one and the same instrument, and shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of the Exchange, the subscriber hereto, and all other subscribers to this or any other like agreement. Any policy issued hereon shall be non-assessable.

25-3096 8-11

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent at the telephone number indicated on the declaration page attached to this policy.

You may call Farmers Insurance's toll-free telephone number for information or to make a complaint at

1-800-225-0011

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection @tdi.state.tx.us

INSURANCE WEBSITE NOTICE:

To obtain price and policy form comparisons and other information relating to residential property insurance and personal automobile insurance, you may visit the Texas Department of Insurance/Office of Public Insurance Counsel website:

www.helpinsure.com

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente al numero de telefono indicado en la declaración de su contracto de seguro.

Usted puede llamar al numero de telefono gratis de Farmers Insurance's para información o para someter una queja al

1-800-225-0011

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection @tdi.state.tx.us

ANUNCIO DEL SITIO WEB DE SEGUROS:

Para obtener formas de comparación de precios y póliza y otra información acerca del seguro de propiedad residencial y del seguro de automóvil, visite el sitio web del Departamento de Seguros de Texas y la Oficina del Asesor Público de Seguros:

www.helpinsure.com

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

IMPORTANT INSURANCE INFORMATION

Fair Credit Reporting Act Notification

Notice of Adverse Action

This notice of "adverse action" is sent in accordance with the Fair Credit Reporting Act, 15 U.S.C. section 1681 et. seq. A risk assessment indicator was used during the underwriting of your policy. The risk assessment indicator was developed from credit history contained in a credit report. The risk assessment indicator was furnished by the consumer reporting agency listed on page 2 of this notice at our request for insurance underwriting purposes. Listed below are the primary reasons for the risk assessment indicator used during the underwriting of your policy.

The risk assessment indicator is one of several factors used in the underwriting of your policy. Due, in whole or in part, to the risk assessment indicator, you received a discount of 38%, instead of the highest available discount of 53%.

As indicated, the risk assessment indicator was developed from information in a credit report. You have the right, under the Fair Credit Reporting Act, to obtain a free copy of the credit report from the consumer reporting agency listed on page 2 of this notice. This request must be made no later than 60 days after you receive this notice. In addition, if you find any inaccurate or incomplete information contained in the report you receive, you have the right to dispute the matter with the consumer reporting agency. Correcting inaccurate or incomplete information on the credit report may change your risk assessment indicator, which could result in a lower premium.

The consumer reporting agency did not make the decision regarding your policy and is unable to explain why the decision was made.

Your agent can inform you what your risk assessment indicator is. You can find information on risk assessment indicators at our web site at www.farmers.com. Please select the link Products and Services. Click on Auto or Home and select the link Questions You May Have About Risk Assessment Indicators.

Risk Assessment Indicator for:

First Name

Middle Name

Last Name

MIKE

HOOD

Policy Number: 96280-52-77

Primary Reasons*

51-80% of your credit accounts are in good financial standing. 100% is best in this category. A collection or default was reported for 1 of your accounts in the past 7 years. Zero accounts is best in this category. The average time your accounts have been open is 54-59 months. An average time of 144 or more months is best in this category. 1 negative public record (liens, bankruptcies, etc.) shows in your credit report. No public records is best in this category.

*Your FIRE

Policy.

If you have any questions, please contact your agent.

CSC Credit Services Consumer Processing PO Box 619054 Dallas, TX 75261-9054 1-866-349-5183

USE OF CREDIT INFORMATION DISCLOSURE

Insurer's Name (or Group name):

FIRE INSURANCE EXCHANGE, LOS ANGELES, CALIFORNIA

Policy/Unit Number: 35 96280-52-77

Address:

15700 Long Vista Dr.

Telephone Number: 1-800-225-0011

Austin, TX 78728

Person on whom credit information was obtained or used:

First Name

Middle Name

Last Name

MIKE

HOOD

We will will not (choose one) obtain and use credit information on you or any other member(s) of your household as a part of the insurance credit scoring process.

If you have questions regarding this disclosure, contact the insurer at the above address or phone number. For information or other questions, contact the Texas Department of Insurance at 1-800-252-3439 or P.O. Box 149091, MC 111-1A, Austin, Texas 78714.

Section 559.053 of the Texas Insurance Code requires an insurer or its agents to disclose to its customers whether credit information will be obtained on the applicant or insured or on any other member(s) of the applicant's or insured's household and used as part of the insurance credit scoring process.

If credit information is obtained or used on the applicant or insured, or on any member of the applicant's or insured's household, the insurer shall disclose to the applicant the name of each person on whom credit information was obtained or used and how each person's credit information was used to underwrite or rate the policy. An insurer may provide this information with this disclosure or in a separate notice.

Adverse effect means an action taken by an insurer in connection with the underwriting of insurance for a consumer that results in the denial of coverage, the cancellation or nonrenewal of coverage, or the offer to and acceptance by a consumer of a policy form, premium rate, or deductible other than the policy form, premium rate, or deductible for which the consumer specifically applied.

Credit information is any credit related information derived from a credit report itself, or provided in an application for personal insurance. The term does not include information that is not credit-related, regardless of whether the information is contained in a credit report or in an application for insurance coverage or is used to compute a credit score.

Credit score or insurance score is a number or rating derived from a mathematical formula, computer application, model, or other process that is based on credit information and used to predict the future insurance loss exposure of a consumer.

SUMMARY OF CONSUMER PROTECTIONS CONTAINED IN CHAPTER 559

PROHIBITED USE OF CREDIT INFORMATION. An insurer may not:

- (1) use a credit score that is computed using factors that constitute unfair discrimination;
- (2) deny, cancel, or nonrenew a policy of personal insurance solely on the basis of credit information without consideration of any other applicable underwriting factor independent of credit information; or
- (3) take an action that results in an adverse effect against a consumer because the consumer does not have a credit card account without consideration of any other applicable factor independent of credit information.

25-6236 12-09

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An insurer may not consider an absence of credit information or an inability to determine credit information for an applicant for insurance coverage or insured as a factor in underwriting or rating an insurance policy unless the insurer:

- (1) has statistical, actuarial, or reasonable underwriting information that: (A) is reasonably related to actual or anticipated loss experience; and (B) shows that the absence of credit information could result in actual or anticipated loss differences;
- (2) treats the consumer as if the applicant for insurance coverage or insured had neutral credit information, as defined by the insurer: or
- (3) excludes the use of credit information as a factor in underwriting and uses only other underwriting criteria.

NEGATIVE FACTORS. An insurer may not use any of the following as a negative factor in any credit scoring methodology or in reviewing credit information to underwrite or rate a policy of personal insurance:

- (1) a credit inquiry that is not initiated by the consumer;
- (2) an inquiry relating to insurance coverage, if so identified on a consumer's credit report; or
- (3) a collection account with a medical industry code, if so identified on the consumer's credit report.

Multiple lender inquiries made within 30 days of a prior inquiry, if coded by the consumer reporting agency on the consumer's credit report as from the home mortgage or motor vehicle lending industry, shall be considered by an insurer as only one inquiry.

EFFECT OF EXTRAORDINARY EVENTS. An insurer shall, on written request from an applicant for insurance coverage or an insured, provide reasonable exceptions to the insurer's rates, rating classifications, or underwriting rules for a consumer whose credit information has been directly influenced by a catastrophic illness or injury, by the death of a spouse, child, or parent, by temporary loss of employment, by divorce, or by identity theft. In such a case, the insurer may consider only credit information not affected by the event or shall assign a neutral credit score.

An insurer may require reasonable written and independently verifiable documentation of the event and the effect of the event on the person's credit before granting an exception. An insurer is not required to consider repeated events or events the insurer reconsidered previously as an extraordinary event.

An insurer may also consider granting an exception to an applicant for insurance coverage or an insured for an extraordinary event not listed in this section. An insurer is not out of compliance with any law or rule relating to underwriting, rating, or rate filing as a result of granting an exception under this article.

NOTICE OF ACTION RESULTING IN ADVERSE EFFECT. If an insurer takes an action resulting in an adverse effect with respect to an applicant for insurance coverage or insured based in whole or in part on information contained in a credit report, the insurer must provide to the applicant or insured within 30 days certain information regarding how an applicant or insured may verify and dispute information contained in a credit report.

DISPUTE RESOLUTION; ERROR CORRECTION. If it is determined through the dispute resolution process established under Section 611(a)(5), Fair Credit Reporting Act (15 U.S.C. Section 1681i), as amended, that the credit information of a current insured was inaccurate or incomplete or could not be verified and the insurer receives notice of that determination from the consumer reporting agency or from the insured, the insurer shall re-underwrite and re-rate the insured not later than the 30th day after the date of receipt of the notice.

After re-underwriting or re-rating the insured, the insurer shall make any adjustments necessary within 30 days, consistent with the insurer's underwriting and rating guidelines. If an insurer determines that the insured has overpaid premium, the insurer shall credit the amount of overpayment. The insurer shall compute the overpayment back to the shorter of the last 12 months of coverage; or the actual policy period.

25-6236 12-09

Farmers® Privacy Notice

In the course of our business relationship with you, we collect information about you that is necessary to provide you with our products and services. We treat this information as confidential and recognize the importance of protecting it. We value your confidence in us.

You trust us with an important part of your financial life. We are proud of our privacy policies and procedures and encourage you to review them carefully.

This notice from the member companies of the Farmers Insurance Group of Companies listed on the back of this notice* describes our privacy practices regarding information about our customers and former customers that obtain financial products or services from us for personal, family or household purposes. When state law is more protective of individuals than federal privacy law, we will protect information in accordance with state law consistent with the requirements of federal preemption.

Information we collect

We collect and maintain information about you to provide you with the coverage, product or service you request and to service your account.

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information we receive from you on applications or other forms, such as your social security number, assets, income and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums and payment history;
- Information we receive from a consumer reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history; and
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations regarding your health.

How we protect your information

At Farmers, our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information about you to those individuals, such as our employees and agents, who provide you with our products and services. We require those individuals to whom we permit access to your customer information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information.

We do not disclose any nonpublic personal information about you, as our customer or former customer, except as described in this notice.

Information we disclose

We may disclose the nonpublic personal information we collect about you, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and to other third parties, all as permitted by law.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will abide by the privacy restrictions imposed by that organization.

We are permitted to disclose personal health information (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization, and (3) otherwise as permitted by law.

Sharing information with affiliates

The Farmers family encompasses various affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described under **Information we collect,** to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers; and
- Non-financial service providers, such as management companies, attomeys-in-fact and billing companies.

We are permitted by law to share with our affiliates information about our transactions and experiences with you. In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, that we have received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

Your choice

If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an Opt-Out Form or respond to us in any way.

If you have previously submitted a request to opt-out on each of your policies, no further action is required.

If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive the form.

Modifications to our privacy policy

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties. Before we do that, we will provide you with a revised privacy notice and give you the opportunity to opt-out of that type of information sharing.

Website

Our website privacy notices, such as the one located at farmers.com, contain additional information particular to website use. Please pay careful attention to those notices if you transmit personal information to Farmers over the Internet.

Recipients of this notice

We are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder on that policy will receive this notice, though any policyholder may request a copy of this notice. You may receive more than one copy of this notice if you have more than one policy with Farmers. You also may receive notices from affiliates, other than those listed below. Please read those notices carefully to determine your rights with respect to those affiliates' privacy practices.

More information about the federal laws

This notice is required by federal law. If you would like additional information about these federal laws, please visit our website at farmers.com.

Signed

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.); Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc.; Farmers New Century Insurance Company, Farmers Group, Inc.; Farmers Reinsurance Company, Farmers Services Insurance Agency, Farmers Services Corporation, Farmers Texas County Mutual Insurance Company, Farmers Underwriters Association, Farmers Value Added, Inc.; Farmers Financial Solutions, LLC member FINRA & SIPC**; FFS Holding, LLC; Farmers Services, LLC; ZFUS Services, LLC; Leschi Life Assurance Company, FIG Holding Company, FIG Leasing Co., Inc.; Fire Underwriters Association, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Prematic Service Corporation (California), Prematic Service Corporation (Nevada), Texas Farmers Insurance Company, Farmers New World Life Insurance Company, Truck Underwriters Association, Civic Property and Casualty Company, Exact Property and Casualty Company and Neighborhood Spirit Property and Casualty Company.

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[&]quot;The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the Farmers Insurance Group of Companies.

^{**}You may obtain more information about the Securities Investor Protection Corporation (SIPC) including the SIPC brochure by contacting SIPC at (202) 371 8300 or via the internet at www.sipc.org. For information about FINRA and Broker Check you may call the FINRA Broker Check hotline at (800) 289 9999 or access the FINRA website at www.finra.org.

Consumer Bill of Rights Homeowners, Dwelling and Renters Insurance

AVISO: Este documento es un resumen de sus derechos como asegurado. Usted tiene el derecho a llamar a su compañía y pedir una copia de estos derechos en español.

What is the Bill of Rights?

This Bill of Rights is a summary of your rights and does not become a part of your policy. The Texas Department of Insurance (TDI) adopted the Bill of Rights and requires insurance companies to provide you a copy when they issue your policy.

Texas law gives you certain rights regarding your homeowners, dwelling and renters insurance. This Bill of Rights identifies your rights specified by rule or by state statute, but it does not include all your rights. Also, some exceptions to the rights are not listed here. If your agent, company, or adjuster tells you that one of these rights does not apply to you, contact TDI Consumer Protection at 1-800-252-3439 (463-6515 in Austin) (111-1A), P.O. Box 149091, Austin, TX 78714-9091. For a list of the specific law(s) and/or rule(s) summarized in each item of this Bill of Rights, or if you have questions or comments contact the Office of Public Insurance Counsel at 333 Guadalupe, Suite 3-120, Austin, TX 78701 (512-322-4143) or http://www.opic.state.tx.us.

This Bill of Rights does not address your responsibilities. Your responsibilities concerning your insurance can be found in your policy. Failure to meet your obligations may affect your rights.

Getting information from the Department of Insurance and Your Insurance Company

- 1. INFORMATION FROM TDI. You have the right to call TDI free of charge at 1-800-252-3439 or 463-6515 in Austin to learn more about:
 - · your rights as an insurance consumer;
 - the license status of an insurance company or agent;
 - the financial condition of an insurance company;
 - the complaint ratio and type of consumer complaints filed against an insurance company;
 - use of credit information by insurance companies, including which insurance companies use it and access to each company's credit scoring model;
 - · an insurance company's rates filed with the state;
 - an insurance company's underwriting guidelines (subject to exemptions in the Public Information Act, also known as the Open Records Act);
 - the Texas FAIR Plan, designed to help consumers who have been denied coverage by at least two insurance companies;
 - Helpinsure.com, a service to help Texans shop for homeowners insurance;
 - the Market Assistance Program (MAP) at 1-888-799-MAPP (6277), designed to help those in underserved areas obtain insurance; and
 - other consumer concerns.

You can also find some of this information on the TDI website at http://www.tdi.state.tx.us.

2. INFORMATION FROM YOUR INSURANCE COMPANY. You have the right to a toll-free number to call your insurance company free of charge with questions or complaints. You can find this number on a notice accompanying your policy. This requirement does not apply to small insurance companies.

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What you should know before you buy insurance

- 3. **PROHIBITED STATEMENTS.** Your insurance company or agent is prohibited from making false, misleading, or deceptive statements to you relating to insurance.
- 4. LENDER-REQUIRED INSURANCE. A lender cannot require you to purchase insurance on your property in an amount that exceeds the replacement cost of the dwelling and its contents as a condition of financing a residential mortgage or providing other financing arrangements for the property, regardless of the amount of the mortgage or other financing arrangements. In determining the replacement cost of the dwelling, a lender cannot include the fair market value of the land on which a dwelling is located.
- 5. CREDIT INFORMATION. An insurance company cannot deny you insurance solely on the basis of credit information. Insurers who use credit information must also consider other underwriting factors independent of credit information when deciding whether to offer coverage. (For additional information, see the section of this Bill of Right's entitled, What you should know about insurance companies' use of credit information.)
- 6. APPLIANCE RELATED WATER DAMAGE CLAIMS. An insurance company cannot deny you insurance or increase your premium based on a prior appliance-related water damage claim if:
 - · the claim has been properly repaired or remediated; and
 - the repair or remediation was inspected and certified unless three such claims have been filed and paid in a three-year period.

NOTE: A claim includes a claim filed by you or a claim filed on your property.

- 7. WATER CLAIMS/MOLD DAMAGE OR CLAIMS. An insurance company cannot deny you insurance based:
 - · solely on a single prior water damage claim.
 - · on prior mold damage or a prior mold claim if:
 - the damage or claim was properly repaired or remediated; and
 - the repair or remediation was inspected and certified.

NOTE: A claim includes a claim filed by you or a claim filed on your property.

- 8. PROPERTY CONDITION. Voluntary Inspection Program: You have the right to have an independent inspection of your property by any person authorized by the Commissioner of Insurance to perform inspections. Once the inspector determines that your property meets certain minimum requirements and issues you an inspection certificate, no insurer may deny coverage based on property conditions without reinspecting your property. If an insurer then denies coverage, the insurer must identify, in writing, the specific problem(s) that makes your property uninsurable. You can find a list of available inspectors on the TDI website at www.tdi.state.tx.us/consumer/vipcommish.html or you can contact TDI for the list directly at (512) 322-2259.
- 9. SAFETY NET. You have the right to buy basic homeowners insurance through the Texas Fair Access to Insurance Requirements Plan, also known as the Texas FAIR Plan, if you have been denied coverage by two insurance companies. Your property must meet certain requirements, and eligibility for FAIR Plan coverage must be re-established every two years. You can access a list of insurance agents who are authorized to sell this coverage on the Texas FAIR Plan Association website at www.texasfairplan.org or by calling 1-800-466-6680.
- 10. WINDSTORM COVERAGE. For property located in areas designated by the Commissioner in certain counties on or near the coast, you have the right to buy windstorm and hail coverage from the Texas Windstorm Insurance Association. Your property must meet certain requirements, and the basic coverage is limited to a maximum amount set each year by the Commissioner of Insurance. This right applies whether or not you buy other insurance for your house. In all other counties your homeowners or dwelling policy includes this coverage. You may be able to purchase additional coverage from the Association.

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- 11. **ELECTRONIC PAYMENTS.** If you authorize your insurer to withdraw your premium payments directly from your financial institution, including your escrow account, your insurer cannot increase the amount withdrawn unless:
 - the insurer notifies you of the premium increase at least 30 days prior to its effective date and provides a postage paid form you can use to object to the increase; and
 - you do not notify the insurer or financial institution that you object to the increase at least 5 days prior to the increase.

This does not apply to premium increases specifically scheduled in the original policy, to increases based on policy changes you request, or to an increase that is less than \$10 or 10% of the previous month's payment.

- 12. NOTICE OF REDUCED COVERAGE. If an insurer uses an endorsement to reduce the amount of coverage provided by your policy, the insurer must give you a written explanation of the change made by the endorsement. The insurer must provide the explanation before the effective date of the new or renewal policy. An insurance company cannot reduce coverage during the policy period unless you request the change. If you request the change, the company is not required to provide notice.
- 13. NOTICE OF PREMIUM INCREASE. If your insurer intends to increase your premium by 10% or more upon renewal, the insurer must send you notice of the rate increase at least 30 days before your renewal date.
- 14. EXPLANATION OF DENIAL. Upon request, you have the right to be told in writing why you have been denied coverage. The written statement must fully explain the decision, including the precise incidents, circumstances, or risk factors that disqualified you. It must also state the sources of information used.
 - NOTE: The obligation to provide a written explanation applies to insurance companies directly. An independent agent does not have a specific duty to quote the lowest possible rate to a consumer or to provide a written statement explaining why the agent did not offer the consumer the lowest possible rate.
- 15. RATE DIFFERENTIAL WITHIN A COUNTY. If an insurer subdivides a county for the purposes of charging different rates for each subdivision, the difference between the lowest and the highest rate cannot exceed 15% unless actuarially justified.
- 16. RIGHT TO PRIVACY. You have the right to prevent an insurance company, agent, adjuster or financial institution from disclosing your personal financial information to companies that are not affiliated with the insurance company or financial institution. Some examples are income, social security number, credit history and premium payment history.

If you apply for a policy, the insurance company or financial institution must notify you if it intends to share financial information about you and give you at least 30 days to refuse. This refusal is called "opting out." If you buy a policy, the insurance company or financial institution must tell you what information it collects about you and whether it intends to share any of the information, and give you at least 30 days to opt out. Agents and adjusters who intend to share your information with anyone other than the insurance company or financial institution must give you similar notices.

You can opt out at any time. Your decision to opt out remains in effect unless you revoke it.

These protections do not apply to information:

- publicly available elsewhere;
- insurance companies or financial institutions are required by law to disclose; or
- insurance companies or financial institutions must share in order to conduct ordinary business activities.

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What you should know about cancellation and nonrenewal

Cancellation means that before the end of the policy period the insurance company:

- · terminates the policy;
- · reduces or restricts coverage under the policy; or
- refuses to provide additional coverage to which you are entitled under the policy.

Refusal to renew and non-renewal mean the policy terminates at the end of the policy period.

The policy period is shown on the declarations page at the front of your policy.

17. LIMITATION ON CANCELLATION FOR HOMEOWNERS AND RENTERS POLICIES. After your initial homeowners or senters policy with your company has been in effect for 60 days or many

After your initial homeowners or renters policy with your company has been in effect for 60 days or more, that insurance company cannot cancel your policy unless:

- · you don't pay your premium when due;
- · you file a fraudulent claim;
- there is an increase in the hazard covered by the policy that is within your control and results in an increase in the policy premium; or
- TDI determines continuation of the policy would result in violation of insurance laws.

If your policy has been in effect for less than 60 days, your insurance company cannot cancel your policy unless:

- one of the reasons listed above applies;
- the insurance company identifies a condition that:
- · creates an increase in hazard;
- · was not disclosed on your application; and
- is not the subject of a prior claim; or
- the insurance company rejects a required inspection report within 10 days after receiving the report. The report must be completed by a licensed or authorized inspector and cannot be more than 90 days old.
- 18. LIMITATION ON CANCELLATION FOR DWELLING POLICIES. After your initial dwelling policy with your company has been in effect for 90 days, that insurance company cannot cancel your policy unless:
 - you don't pay your premium when due;
 - you file a fraudulent claim;
 - there is an increase in the hazard covered by the policy that is within your control and results in an increase in the policy premium; or
 - TDI determines continuation of the policy would result in violation of insurance laws.
- 19. NOTICE OF CANCELLATION. To cancel your policy, your insurance company must mail notice at least 10 days prior to cancellation. Your policy may provide for even greater notice.
- 20. POLICYHOLDER'S RIGHT TO CANCEL. You have the right to cancel your policy at any time and receive a refund of the remaining premium.
- 21. CHANGE IN MARITAL STATUS. If your marital status changes, you have the right to continue your insurance coverage. You have a right to a new policy in your name that has coverages which most nearly approximate the coverages of your prior policy, including the same expiration date. The insurance company cannot date the new policy so that a gap in coverage occurs.
- 22. USE OF CLAIMS HISTORY TO NONRENEW. Your insurance company cannot use claims you filed as a basis to non-renew your policy unless:
 - you file three or more claims in any 3-year period; and
 - your insurer notified you in writing after the second claim that filing a third claim could result in non-renewal of your policy.

25-2611 5-05 (Continued Next Page) A2611304

In determining the number of claims filed, your insurance company cannot include:

- · claims for damage from natural causes, including weather-related damage;
- appliance-related water damage claims where the repairs have been inspected and certified; or
- claims filed but not paid or payable under the policy.

NOTE: An insurance company can count appliance-related claims if 3 or more such claims are filed and paid within a 3-year period.

- 23. USE OF CREDIT INFORMATION TO NONRENEW. An insurance company cannot refuse to renew your policy solely on the basis of credit information. Insurers who use credit information must also consider other underwriting factors independent of credit information when deciding whether to renew coverage. (For additional information, see the section of this Bill of Rights entitled, What you should know about insurance companies' use of credit information.)
- 24. NOTICE OF CHANGE IN POLICY FORM. Your insurer must notify you in writing of any difference between your current policy and each policy offered to you when the policy renews.
- 25. NOTICE OF NONRENEWAL. If the insurance company does not mail you notice of nonrenewal at least 30 days before your policy expires, you have the right to require the insurance company to renew your policy.
- 26. EXPLANATION OF CANCELLATION OR NONRENEWAL. Upon request, you have the right to a written explanation of an insurance company's decision to cancel or non-renew your policy. The written statement must fully explain the decision, including the precise incidents, circumstances, or risk factors that disqualified you. It must also state the sources of information used.

What you should know when you file a claim

25-2611 5-05

- 27. FAIR TREATMENT. You have the right to be treated fairly and honestly when you make a claim. If you believe an insurance company has treated you unfairly, call the Department of Insurance at 1-800-252-3439 (463-6515 in Austin) or download a complaint form from the TDI at http://www.tdi.state.tx.us. You can complete a complaint form on-line via the Internet or fax it to TDI at 512-475-1771.
- 28. SETTLEMENT OFFER. You have the right to reject any settlement amount, including any unfair valuation, offered by the insurance company. You have the right to have your home repaired by the repair person of your choice.
- 29. **EXPLANATION OF CLAIM DENIAL.** Your insurance company must tell you in writing why your claim or part of your claim was denied.
- 30. TIMEFRAMES FOR CLAIM PROCESSING AND PAYMENT. When you file a claim on your own policy, you have the right to have your claim processed and paid promptly. If the insurance company fails to meet required claims processing and payment deadlines, you have the right to collect 18% annual interest and attorney's fees in addition to your claim amount.

Generally, within 15 calendar days, your insurance company must acknowledge receipt of your claim and request any additional information reasonably related to your claim. Within 15 business days (30 days if the company reasonably suspects arson) after receipt of all requested information, the company must approve or deny your claim in writing. The law allows the insurance company to extend this deadline up to 45 days if it notifies you that more time is needed and tells you why.

After notifying you that your claim is approved, your insurance company must pay the claim within 5 business days.

If your claim results from a weather-related catastrophe or other major natural disaster as defined by TDI, your insurance company may take 45 additional days to approve or deny your claim and 15 additional days to pay your claim.

(Continued Next Page) A2611305

31. **RELEASE OF CLAIM FUNDS.** Often an insurance company will make a claim check payable to you and your mortgage company or other lender and will send it to the lender. In that case, the lender must notify you within 10 days of receipt of the check and tell you what you must do to get the funds released to you.

Once you request the funds from the lender, within 10 days the lender must:

- release the money to you; or
- tell you in specific detail what you must do to get the money released.

If the lender does not provide the notices mentioned above or pay the money to you after all requirements have been met, the lender must pay you interest on the money at 10% per year from the time the payment or the notices were due.

- 32. NOTICE OF LIABILITY CLAIM SETTLEMENT. Your insurance company must notify you if it intends to pay a liability claim against your policy. The company must notify you in writing of an initial offer to compromise or settle a claim against you no later than the 10th day after the date the offer is made. The company must notify you in writing of any settlement of a claim against you no later than the 30th day after the date of the settlement.
- 33. INFORMATION NOT REQUIRED FOR CLAIM PROCESSING. You have the right to refuse to provide your insurance company with information that does not relate to your claim. In addition, you may refuse to provide your federal income tax records unless your insurer gets a court order or your claim involves lost income or a fire loss.

What you should know about prohibited discrimination

- 34. **PROTECTED CLASSES.** An insurance company cannot discriminate against you by refusing to insure you; limiting the amount, extent or kind of coverage available to you; charging you a different rate for the same coverage; or refusing to renew your policy:
 - · because of race, color, religion, gender, marital status, disability or partial disability, or national origin; or
 - unless justified by actual or anticipated loss experience, because of age or geographic location.
- 35. AGE OF HOUSE. An insurance company cannot refuse to insure your property based on the age of your house. However, an insurance company may refuse to sell you insurance coverage based on the condition of your property, including the condition of your plumbing, heating, air conditioning, wiring and roof.
- 36. VALUE OF PROPERTY. An insurance company cannot refuse to insure your property because the value is too low or because the company has established minimum coverage amounts.
- 37. UNDERWRITING GUIDELINES. Underwriting guidelines may not be unfairly discriminatory and must be based on sound actuarial principles.
- 38. EQUAL TREATMENT. Unless based on sound actuarial principles, an insurance company may not treat you differently from other individuals of the same class and essentially the same hazard. If you sustain economic damages as a result of such unfair discrimination, you have the right to sue that insurance company in Travis County District Court.

If your suit prevails, you may recover economic damages, court costs and attorney and necessary expert witness fees. If the court finds the insurance company knowingly violated your rights, it may award up to an additional \$25,000 per claimant.

You must bring the suit on or before the second anniversary of the date you were denied insurance or the unfair act occurred or the date you reasonably should have discovered the occurrence of the unfair act. If the court determines your suit was groundless and you brought the lawsuit in bad faith, or brought it for the purposes of harassment, you will be required to pay the insurance company's court costs and attorney fees.

25-2611 5-05 (Continued Next Page) A2611306

What you should know about insurance companies' use of credit information

39. REQUIRED DISCLOSURE. If an insurance company uses credit information to make underwriting or rating decisions, the company must provide you a disclosure statement within 10 days after receiving your completed application for insurance.

The disclosure indicates whether the insurer will obtain and use your credit information and lists your specific legal rights, including:

- credit information insurance companies cannot use against you;
- how you can get reasonable exceptions that your insurer is required to make to its use of credit information if certain life events, such as divorce, death of a close family member, or identity theft, hurt your credit;
- the notice* an insurer must send you when making a credit-based decision that harms your ability to get or keep insurance or requires you to pay a higher premium; and
- how you can dispute credit information and require an insurer to re-rate your policy if the rate was increased because of inaccurate or unverifiable credit information.
- * The notice must include a description of up to four primary factors that influenced the action taken by the insurer. Generalized terms such as "poor credit rating" are not sufficient.

Insurers must use the disclosure form (CD-1) adopted by the Commissioner or an equivalent disclosure form filed prior to use with TDI. The CD-1 is available at www.tdi.state.tx.us/company/pccrdtds.html or by calling 1-800-252-3439. Additional information regarding insurers' use of credit information is available at www.tdi.state.tx.us/commish/credit.html.

What you should know about enforcing your rights

- 40. FILING COMPLAINTS. You have the right to complain to TDI about any insurance company and/or insurance matter and to receive a prompt investigation and response to your complaint. To do so, you should:
 - call TDI's Consumer Help Line at 1-800-252-3439, in Austin 463-6515 for service in both English and Spanish;
 - write to the Texas Department of Insurance, Consumer Protection (111-1A), P.O. Box 149091, Austin, Texas 78714-9091;
 - e-mail TDI at ConsumerProtection@tdi.state.tx.us;
 - fax your complaint to (512) 475-1771;
 - download or complete a complaint form on line from the TDI website at http://www.tdi.state.tx.us; or
 - call the TDI Publications/Complaint Form order line (24 hours) at 1-800-599-SHOP (7467), in Austin 305-7211.

NOTE: TDI offers interpreter services and publications in alternate formats. Persons needing more information in alternate layouts or languages can call the TDI Consumer Help Line listed above.

- 41. RIGHT TO SUE. If an insurance company violates your rights, you may be able to sue that company in court, including small claims court, with or without an attorney.
- 42. **BURDEN OF PROOF.** If you sue to recover under your insurance policy, the insurance company has the burden of proof as to any application of an exclusion in the policy and any exception to or other avoidance of coverage claimed by the insurer.
- 43. *REQUESTING NEW RULES.* You have the right to ask in writing that TDI make or change rules on any residential property insurance issue that concerns you. Send your written request to: Texas Department of Insurance, Attn: Commissioner (113-2A), P.O. Box 149104, Austin, TX 78714-9104.

A2611307

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ANN MCBRIDE 14465 WEBB CHAPEL#205 DALLAS TX 75234 -

MIKE HOOD

1115 GOLDEN GATE DR CARROLLTON TX 75007-5059



September 23, 2014

MIKE HOOD 352 STATE ROAD 76 SANTA CRUZ NM 87567

RE: Insu

Insured:

Mike Hood

Claim Unit Number:

8000867554-1-1

Policy Number:

0962805277

Loss Date:

12/14/2012

Location of Loss:

1115 Golden Gate Dr., Carrollton, TX

Toli Free: (800) 435-7764

Send all correspondence to:

National Document Center P.O. Box 268994

Pax: (877) 217-1389

Oklahoma Ciry, OK 73126-8994

Email: myclaim@farmersinsurance.com

Dear Mr. Hood:

Under your above referenced policy issued to you by Fire Insurance Exchange you have reported to us a loss occurring on or about December 14, 2012.

One of the important conditions of your policy requires you to complete the document entitled "Sworn Statement" (Proof of Loss). The "Sworn Statement" must be completed and signed if you intend to make claim under your policy for this loss. This form must be notarized. For your convenience we have enclosed the proper forms for you to complete and return to my attention at the earliest possible date.

- Receipts from the purchase of replacement property.
- A list of stolen or damaged personal property, including item description and date and place of purchase.
- Documentation supporting claimed items and values which includes: original purchase receipts, owners manuals, etc.
- The Police Report or if not available, the report number.
- A copy of your Lease Agreement.

To assist you in completing the Sworn Statement in Proof of Loss the following information may be of benefit:

- (1) Time and Origin Please state the time when this loss occurred and your understanding as to the cause of the loss.
- (2) Occupancy Describe any and all uses of the dwelling and if any persons other than the named insured(s) and immediate family members were residing in the home, please list those individuals by name.
- (3) Title and Interest State the nature of the rights in the insured property such as ownership, leasing, land contract or other type of title. Please also state the rights of any other person or entity such as a finance company, etc.
- (4) Changes If any information concerning occupancy or title and interest to the property has changed since the time you applied or acquired your policy of insurance, or if there has been any change in the location or exposure to risk of loss to the insured property, it is important you describe any and all such changes.

- (5) Total Insurance If all, or any part of the loss, which is involved in this claim is covered under any other insurance policy, please list the policy number and the name of the insurance carrier.
- (6) Actual Cash Value of the Property and Whole Loss and Damage Provide a detailed estimate of the total value of the property located on the premises and a detailed estimate of the damage sustained to the property as a result of the loss described above. Include the cost of repairing such damage by a person competent to undertake such repairs, and such estimates which, if requested, must be authenticated by bids from a general contractor or subcontractor competent to make the repairs. Please also furnish a comprehensive inventory of all personal property damaged or destroyed by the loss, stating the price, place and date of purchase, current value allowing for age, use and condition, and estimates for repairs if the personal property can be repaired. Please also attach any and all evidence of purchase or value in your possession, such as invoices, paid checks, photographs, receipts or other documentation.
- (7) Additional Living Expense Your policy may also cover for the increase in living expenses actually incurred by you and directly necessitated by the loss. Such a claim is subject to the terms and conditions of the policy for that coverage. Please calculate the amount of any direct increases you are actually experiencing as a result of this loss, and provide documentation for each of these expenses such as motel or hotel charges, additional food expense or other similar expenses, and provide evidence by receipts and cancelled checks to document any such claim.
- (8) The Amount of Claim After you have determined the amount of the actual cash value and the whole loss and damage, insert the lesser of these two figures on the proof of loss in the appropriate blank taking into account any limitations contained in the policy and any applicable deductions. Please carefully review your policy to determine the amount of your deductible, as well as any specific limitations for jewelry, money or other limits for specific items of personal property or structures.

Enclosed please also find an Authorization to Obtain Information which you will need to complete and return as well. During the course of our investigation, we may require access to some or all of the records listed on the form, in order to assist you in fully supporting your claim for damages. Please keep a copy of each of these forms for your records.

The following excerpt from your policy contains essential information about your duties in case of loss which include providing your "Sworn Statement":

SECTION I CONDITIONS

- Duties After Loss.
 - a. Your Duties After Loss. In case of a loss to covered property caused by a perils insured against, you must:
 - (1) give prompt written notice to us of the facts relating to the claim.
 - (2) notify the police in case of loss by theft.
 - (3) (a) protect the property from further damage.
 - (b) make reasonable and necessary repairs to protect the property.
 - (c) keep an accurate record of repair expenses.
 - (4) furnish a complete inventory of damaged personal property showing the quantity, description and amount of loss. Attach all bills, receipts and related documents which you have that justify the figures in the inventory.
 - (5) as often as we reasonably require:

- (a) provide us access to the damaged property.
- (b) provide us with pertinent records and documents we request and permit us to make copies.
- (c) submit to examination under oath and sign and swear to it.
- (6) send to us, if we request, your signed sworn proof of loss within 91 days of our request on a standard form supplied by us. We must request a signed sworn proof of loss within 15 days after we receive your written notice, or we waive our right to require a proof of loss. Such waiver will not waive our other rights under this policy.
 - (a) This proof of loss shall state, to the best of your knowledge and belief:
 - (i) the time and cause of loss.
 - (ii) the interest of the insured and all others in the property involved including all liens on the property.
 - (iii) other insurance which may cover the loss.
 - the actual cash value of each item of property and the amount of loss to each item.

We are setting forth these provisions to assist you in complying with your obligations under your policy. You should review your entire policy form at this time so that you fully understand all of your rights and obligations. The above quoted provisions are only a portion of your policy.

As your insurer, we recognize our obligation to investigate each loss reported to us and determine the existence of any facts that will allow us to extend coverage to your loss under the terms of your policy. Fire Insurance Exchange is unable to make a decision as to whether your claim is covered until we have completed our investigation. Please be advised that our investigation is ongoing at this time, and we appreciate your prior and continued assistance and cooperation.

You may be assured that, upon receipt of the properly executed and completed forms, we will give this matter our prompt attention.

By the writing of this letter, we do not waive any of the terms, conditions, or provisions of your insurance policy, all of which are expressly retained and reserved. Further, any activity on our part by way of investigation, determination of damage, or possible emergency advance payments to you, does not constitute a waiver of our rights. We understand you are retaining your rights as well.

It is our goal to provide you with the best possible service. If you have any questions about your claim, please do not hesitate to contact me directly at (214)693-5736.

Sincerely,

Fire Insurance Exchange

Linda Villa

Field Claims Representative

L. Villa

(214)693-5736

Enclosure(s):

PLP - AUTHORIZATION TO OBTAIN INFORMATION Personal Property -

PROOF OF LOSS

to the Company indicated below. (Continue any response on a separate sheet if needed)

Company Name: Fire Insurance Exchange

Policy #:	962805277	, a hon	neowners insurance policy.
Claim #:	8000867554		
Named Ins	sured(s): (Hereinafter	called the Insured.)	
Micha	ael E Hood		
Social Secu	rity Number: 573	-11-9166	
Cause/Type	-	11 3100	Market Control of the
		r with contents.	
			loss occurred on the following date(s)
12/13/	14 to 12/15/14	•	
Residence of	of Insured at the time	of loss:	
1115 G	olden Gate Dr.	Carrollton, TX	75007
Location of	personal property at	time of loss if other than	the insured premises:
N/A			
N/A			
Deanage in	anned for which less is	alaimad. (Attach attach	ments/estimates of repair or replacement.)

Items Insured	Amount of Insurance	Value	Loss	Claim
Dwelling	See Attac	hment		
Separate Structures				
Personal Property (Page 2)	See Attac	nment		
Additional Living Expenses				
Landscaping				
Other (Describe)	See Attac	hment		
Insured hereby claims the sum of:				

9. The total insurance covering this property at the time of loss was \$ 50,000 . All other insurance is listed as follows:

(Continued on next page)



POI	ty No.	Name of Company	Amount of Insurance
		N/A	
or int	security interest	urred, the property was subject to the follow (s). List name & address of mortgagee(s), ho h additional sheet if necessary.)	ng mortgage(s), deed(s) of trust lder of deed(s) of trust or security
At	time of loss insu	red dwelling was occupied only as: _Tena	ıt
po	ce the policy wassession, location	s issued, there has been no assignment or change or exposure of the property described excep	t:
WI	nen this loss hap N/A	pened the property claimed belonged solely (•
cla	imed for items or sonal property	nal Property. The following is the informat of personal property. Provide separate list(s) of inventory forms. of the property, Model & Serial # (if any);	ion required if loss or damage is with this information or use provided
ъ. Ь.		purchased/obtained;	
	-	•	
c.	Name/addres	s from whom purchased/obtained.	

The following is a schedule of articles for which claim is made. (Use additional pages if needed.)

Replacement cost;

Description of property. List manufacturer, model number and serial number.	When did you purchase or obtain the item? (month/year)	Where did you purchase or obtain the item? (include name or address)	Replacement Cost	Allowance for depreciation in value by wear and tear. Change in style, etc.	Amount for which claim is made.
See Attachment					
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пррис	able tax. (enter in the last column)			<u> </u>	l	
Total Am	ount of Claim for Personal Prop	erriv		å	24215 24	
	Damage to Building	city		Ψ.	24215.00)
				*		
lotal Esti	mate Claim (Subject to applical	ole policy limits)		\$		
15.	This loss did not originat of this insured, or on the property or in the Policy or consent to violate the manner been concealed any manner been made. for, and made a part the	e part of any p of insurance, conditions of and no attem Any other in	person having any intere Nothing has been done the Policy or render it we pt to deceive the Compa	st, direct or in e by or with the void. No prop any, as to the e	direct, in the ir ne Insured's kn erty saved has extent of the los	nsured owledge in any is, has in
FOR OF T docu rely t	S EXPRESSLY UNDERST M TO THE INSURED, C THE COMPANY, IS NOT THE COMPANY. I hereby ments and information sul thereon concerning this cla Signature: Signature:	OR THE PRE TO BE CON y declare the pomitted with	PARING OF PROOFS S NSIDERED AS A WAIN facts stated in this form	BY AN ADJU VER OF ANY (and the infor	ISTER OR AN OF THE RIGI	Y AGENT HTS ed in all
On this	the 5th day of De	Cember	, <u>2014</u> befo (the unde	ore me, Tin ersigned Notar	y Public) perso	ez_ onally
			red to me on the basis of			
	name(s) is/are subscribed to					
	e in his/her/their authorize					nept the
person(s	s), or the entity upon beha	if of which the	e person(s) acted, execut	ed the instrum	ient.	N. 40'
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State of					= 12. 160.	~~ i*i
County	of: Santa Fe				20.	·
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Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Authorization to Obtain Financial and Other Factual Information

I/We AUTHORIZE release of the information specified below to Fire Insurance Exchange.

Our Insured:

MikeHood

Loss Date:

December 14, 2012

Claim Number:

8000867554-1

Policy Number:

0962805277

Name	Date of Birth	Social Security Number	Drivers License Number
Michael Hood	4/27/1959	573-11-9166	122378586 NM

I/We Understand that the information I/We authorize to be released includes but is not limited to matters with respect to loss and/or alleged injuries sustained on the date shown above.

I/We Authorize the following person/entities to furnish the following information to the insurer designated above, as well as to that insurer's employees, agents, independent contractors, legal representatives or others who are or may be involved in performing an insurance function:

A. Persons/Entities Authorized to Furnish Information

(1) any insurance or reinsurance company, (2) any consumer reporting agency, (3) any investigative agency, (4) any employer, (5) any banking, mortgage, brokerage or other financial service institution, (6) any automotive service and repair facilities, (7) any utility institution, (8) F.E.M.A., S.B.A. or any other government agency, (9) any retail, wholesale, pawn shop, barter, rental, storage, or other merchandiser or service provider, (10) any possessor of non-medical or non-financial information.

B. Information Authorized to be Furnished:

(1) information concerning credit, bank records, insurance records, financial aid records, disaster relief records, utility or service record, including those regarding alarm systems at my/our residence or business, (2) information contained in vehicle data recorders, (3) information pertaining to sales, purchases, returns, trades, pawn slips, rental records, contracts, agreements or other records of transactions, (4) information that may be pertinent to the above-referenced claim, another claim or to an insurance function for the above-referenced insurer.

I/We also authorize the bearer to examine and obtain copies of all receipts, invoices or billings concerning items or service claimed.

I/We Agree that a photocopy of this Authorization shall be as valid as the original, and that a facsimile signature shall be valid and enforceable.

I/We Understand that the information furnished will be used to investigate, evaluate and verify claims under an insurance policy issued, renewed or reinsured by the above insurer. The Authorized Recipient referenced above may release this information to insurers, re-insurers, investigative agencies, consumer reporting agencies,



or other persons or organizations that perform a business or legal service in connection with the above claim or any other claim by you under a policy issued by the insurer referenced above. Further, the Authorized Recipient referenced above may release this information to the person/entities previously disclosed in connection with the performance of an insurance function. In addition, the Authorized Recipient referenced above may release this information to law enforcement agencies or to any other entity in accordance with applicable state or federal law.

I/We Know that I/We may retain a copy of this Authorization, and that I/We may receive a record of any subsequent disclosures of personal information if required by state law and in accordance with state law.

I/We Agree that this Authorization shall be valid for 1 year from the date signed or the duration of the claim, whichever is longer.

DO NOT SIGN THIS AUTHORIZATION UNLESS YOU HAVE READ AND UNDERSTAND ALL PROVISIONS INCLUDED HEREIN.

SIGNED this day of	eusber 20 14.
SIGNATURE: Insured or Legal Representative	SIGNATURE: Insured or Legal Representative
PRINT NAME: Insured or Legal Representative	PRINT NAME: Insured or Legal Representative
Authority to act for or relationship to the Insured	Authority to act for or relationship to the Insured
SOUTH CVUZ NIM 97567	ADDRESS
CITY ST ZIP	CITY ST ZIP
I have retained a copy of this Authorization:	I have recained a copy of this Authorization:
Signature or Initials	Signature or Initials

By signing this form you are not releasing your rights to settle your claim.

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

JACKSSONS, INC

3430-A PAN AMERICAN FRWY NE ALBUQUERQUE, NM 87107

Phone: (505) 884-0891 Fax: (505) 884-0084

E-mail JACKSSONS@COMCAST.NET www.jackssons.com

Sales Receipt

Date	Sale No.
12/30/2011	LK0120

Sold To	
MICHAEL HOOD P.O. BOX 1198 SANTA CRUZ, NM 87567	
Customer Phone	505-670-0378

Casett 2012-9437 972466330Q

Payment Method	Check No.
Cash/Check	

Stock #	Item Description	Serial #	Salesman	Qty	Price	Amount
LK0120	7 X 14 ST TANDEM AXLE, 6° EXTRA HEIGHT, RAMP & TIE DOWNS, EXTRA DOME LIGHT, ROOF VENT	53BTS1428CF002414	Steven-Pan Am	1	3,960.00	3,960.00
٠	**3800.00 ON FIRST CARD** **160.00 ON SECOND CARD** ABQ Sales Tax				7.00%	0.00
						·

TRAILER MUST BE REGISTERED WITHIN 30 DAYS OF ABOVE DATE

Total \$3,960.00

Regular maintenance needed, check lug nuts after 1st 5 miles, oil wood

How did you hear about us?

All Warranty Work Must be Approved by Seller

20% Restocking Fee if returned after 24 hours

ALL DEPOSITS ARE NON REFUNDABLE - NO EXCEPTIONS

Charges will apply for replacement MSO or Invoice.

B							

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LGS Industries Inc. dba Look Trailers

DECEMBER 6, 2011

DICE NO. **5833**

53BTS1428CF002414

2012

LOOK

UTILITY

PPING WEIGHT

908 KG(1998 LB)

A MODEL

N/A

3175 KG(7000 LB) N

STLC 7X14 TE2

Life Diepresentation of the purity of the same street, and the property of the same street of the investors. Numerical true of

named below, hereby the 149 of cration and is \$100 of the 149 decided buttor or dealer.

JACKSSON'S INC.
P.O. BOX 164
ALBUQERQUE, NEW MEXICO 87191

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ry trade and commerce.

LOOK Trailers LGS Industries Inc. dba Look Trailers

TE NETHONISE COORESENTATIVE)

LT-AZ

El Mirage, AZ 85335

WARRANTY REGISTRATION													
VIN # 53BTS1428CF002414 MCCUSTOMER INFORMATION:	ODEL: STLC 7X14 TE2 YEAR 2012 DEALER INFORMATION:												
NAME	DEALER NAME JACKSSON'S INC.												
ADDRESS	ADDRESS: P.O. BOX 164												
	ALBUQERQUE, NEW MEXICO 87191												
PHONE	PURCHASE DATE												
	PACKET" AND UNDERSTAND THE LIMITED WARRANTY												
	arranty Registration to:												
LGS INDUSTRIES INC. 8230 N. E	L MIRAGE ROAD EL MIRAGE, AZ 86336												

FBR INS.OFFRPT

CARROLLTON POLICE DEPARTMENT

OFFENSE

REPORT

Title: THEFT \$1,500 - \$20,000 **REPORT#** 2012-009437 Location: 1115 GOLDEN GATE DR Occured between: 12/13/2012 16:30 Reporting officer....: 0721 V. LANDRUM and: 12/15/2012 16:15 Supervisor approval..: 0666 B. JANECEK Reported: 12/15/2012 16:20 Investigator Assigned: 0784 N. RENFRO Method of entry: Escape: ----- BUSINESSES -----No businesses listed for this offense report ----- PERSONS ------COMPLAINANT information confidential Not for public release ----- VEHICLES -----No vehicles listed for this offense ------ PROPERTY ------PROPERTY TYPE: STOLEN Brand: Model: Total Value: 1,000.00 Gun caliber: Gun Type: Description: FUTON Additional info: Serial number: OAN's: Item Value: 1,000.00 Qty: 1 UCR code: K MISCELLANEOUS PROPERTY TYPE: STOLEN Brand: Model: Total Value: 850.00 Gun caliber: Gun Type: Description: COFFEE TABLE Additional info: Serial number: OAN's: Item Value: 850.00 Qty: 1 UCR code: K MISCELLANEOUS PROPERTY TYPE: STOLEN Brand: Model: Total Value: 1,200.00 Gun caliber: Gun Type: Description: ENTERTAINMENT CENTER Additional info: Serial number: OAN's: PROPERTY TYPE: STOLEN Brand: Model: Total Value: 500.00 Gun caliber: Gun Type: Description: DRESSER Additional info:

Serial number: OAN's:

Item Value: 500.00 Qty: 1 UCR code: K MISCELLANEOUS

PROPERTY TYPE: SAFEKEEPING

Brand: Model: Total Value:

Gun caliber: Gun Type:

Description: SONIC 40" FLAT SCREEN TV \$1200.00

Additional info:

Serial number: OAN's:

Item Value: Qty: UCR code:

PROPERTY TYPE: STOLEN

Brand: SMITH & WESSON Model: Total Value: 700.00

Gun caliber: Gun Type:

Description: BLUE STEEL WITH WALNUT GRIPS 44MAG

Additional info:

Serial number: UNK OAN's:

Item Value: 700.00 Qty: 1 UCR code: G FIREARMS

PROPERTY TYPE: STOLEN

Brand: Model: Total Value: 1,000.00

Gun caliber: Gun Type:

Description: STAINLESS STEEL SEMI-AUTOMATIC WITH 4 1/2 BARREL WITNESS 9MM

Additional info:

Serial number: OAN's:

PROPERTY TYPE: STOLEN

Brand: Model: Total Value: 1,000.00

Gun caliber: Gun Type:

Description: VARIOUS CLOTHES

Additional info:

Serial number: OAN's:

Item Value: 1,000.00 Qty: 1 UCR code: A CURRENCY, NOTES, ETC.

PROPERTY TYPE: STOLEN

Brand: Model: Total Value: 2,000.00

Gun caliber: Gun Type:
Description: VARIOUS OTHER FURNITURE ITEMS

Additional info:

Serial number: OAN's:

Item Value: 2,000.00 Qty: 1 UCR code: K MISCELLANEOUS

PROPERTY TYPE: STOLEN

Brand: Model: Total Value: 300.00

Gun caliber: Gun Type:

Description: BED LINEN

Additional info:

Serial number: OAN's:

Item Value: 300.00 Qty: 1 UCR code: K MISCELLANEOUS

PROPERTY TYPE: STOLEN

Brand: Model: Total Value: 400.00

Gun caliber: Gun Type:

Description: FURNITURE DOLLIES

Additional info:

Serial number: OAN's:

PAGE 2

FBROFF.RPT -THEFT \$1,500 - \$20,000 -2012-009437

Case 1:16-cv-00151-JB-LF Document 1-2 Filed 03/02/16 Page 33 of 48

Item Value: 400.00 Qty: 1 UCR code: K MISCELLANEOUS

PROPERTY TYPE: STOLEN

Brand: Model: Total Value: 3,960.00

Gun caliber: Gun Type:

Description:

Additional info: NONE

Serial number: 53BTS1428CF002414 OAN's:

Item Value: 3,960.00 Qty: 1 UCR code: K MISCELLANEOUS

NCIC #: V065703439 Date entered: 12/15/12 18:35Entered by: 5001 C. WILLIAMS

Cleared: By:

Modified: By:

Reason:

Total Stolen Value: 12,910.00 Total Value Damaged: 0.00

Print :: Workspace Webmail

https://email09.secureserver.net/window/print/?f=html&h=303583746&ui=1

RE: Theft Report # 2012-009437

Nigel Renfro [Nigel.Renfro@cityofcarrollton.com]

Sent: 12/4/2014 3:09 PM

To: "Mike Hood" <mike@hoodcorporation.com>

This list will be placed on file as an attachment to the original report so there will not be another report generated. I will email you a copy of the stamped list that is placed in the file.

Det. Nigel Renfro
Criminal Investigations Division
Auto Theft Unit
Carrollton Police Department
Office# 972-466-9185
Fax# 972-466-3549
nigel.renfro@cityofcarrollton.com

From: Mike Hood [mailto:mike@hoodcorporation.com] **Sent:** Wednesday, December 03, 2014 3:30 PM

To: Nigel Renfro; Hood Corporation **Subject:** Theft Report # 2012-009437

Mr. Renfro,

As we talked a couple weeks ago my insurance company ask that you add the attached items to the police report please. Then could you resend me the report?

Theft Report # 2012-009437

Thank You, Mike Hood 505.670.0378

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9:28.

RCHASE COST \$	3960.00	1000.00	925.00	775.00	325.00	720.00	740.00	170.00	325.00	350.00	825.00	840.00	500.00	800.00	150.00		a 475.00	a 190.00	1450.00	375.00	00:009	e 875.00	200.00	875.00	175.00	75.00	475.00	450.00	150.00	175.00	475.00	160.00	425.00	
PLACE OF PURCHASE	JACKSONS, ABQ	Sam's Club		Sam's Club	Sam's Club	Sam's Club	American Furniture	American Furniture	American Furniture	American Furniture	olids American Furniture	American Furniture	S American Furniture		American Furniture	American Furniture	American Furniture	American Furniture	Jackalope	Jackalope		American Furniture		Best Buy	Sam's Club		Staples							
ITEMS	TRAILER, 7 X 14 ST TANDEM AXLE	Media Console Fireplace	Sleeper Sofa, Futon, Oak	Lift Top Table	Cherry End Tables, 2 pc	Cherry End Table	Leather Recliner	Floor lamp	leaded Glass lamps, 2 pc	Sofa Table	Queen Bed, Himalayas Heavy Hardwood Solids	Sealy Posturepedic, Plush	dresser, Himalayas Heavy Hardwood Solids	Armiore Cabinet, Antique, Red	Mirror	Nightstands, Hardwwod, 2 pc	Chest, Himalayas Heavy Hardwood Solids	Lamps, Leaded, 2 pc.	Living Room Area Rug	Bedroom Rug	Linens	Dining Room Table Set	Dishes, cooking Ware, etc	TV, 47 inch, Sony	Office Desk	Printer Table	Brother MFC Printer	Wall Art	Craftsman Tool Set	Floor Jack, aluminum	Makita cordless Drive Set	Furniture Movers, 4 pc	Refridgerator Mover (Dolly)	Security, Cables, locks, etc



2025 E. JACKSON RD. CARROLLTON, TEXAS 75006 POLICE DEPARTMENT CARROLLTON

FIE COPY

700,00

2025 E. JACKSON RD. CARROLLTON, TEXAS 75006 POLICE DEPARTMENT CARROLLTON



NK. 784

800.00	1000.00	200.00	375.00	50.00	80.00	80.00	75.00

24215.00

Total Loss

Compressuer, Portable Lighting, Portable Set

Clothes, Misc.

Hand Gun, Withness, Stainless Steel, 9mm Hand Gun, Smith & Wesson, 44 MAG

Tools, In tool Box,

Battery, Trailer

Spare Tire, Trailer

Blankets, Moving

4010

ITEMIZED PERSONAL PROPERTY LOSS

ITEMS	Purchase Date	PLACE OF PURCHASE	COST & Replacement Cost
TRAILER, 7 X 14 ST TANDEM AXLE	12/11 JACKSONS	SONS	3960.00
Media Console Fireplace	7/12 Sam	Sam's Club	1000.00
Sleeper Sofa, Futon, Oak	7/12 Sam	Sam's Club	925.00
Lift Top Table	7/12 Sam	Sam's Club	775.00
Cherry End Tables, 2 pc	7/12 Sam	Sam's Club	325.00
Cherry End Table	7/12 Sam	Sam's Club	720.00
Leather Recliner	2/12 Ame	2/12 American Furniture	740.00
Floor lamp	2/12 Ame	American Furniture	170.00
leaded Glass lamps, 2 pc	2/12 Ame	American Furniture	325.00
Sofa Table	2/12 Ame	American Furniture	350.00
Queen Bed, Himalayas Heavy Hardwood Solids	2/12 Ame	American Furniture	825.00
Sealy Posturepedic, Plush	2/12 Ame	American Furniture	840.00
dresser, Himalayas Heavy Hardwood Solids	2/12 Ame	American Furniture	500.00
Armiore Cabinet, Antique, Red	9/12 Priva	Private Party	800.00
Mirror	2/12 Ame	American Furniture	150.00
Nightstands, Hardwwod, 2 pc	2/12 Ame	American Furniture	450.00
Chest, Himalayas Heavy Hardwood Solids	2/12 Ame	2/12 American Furniture	475.00
Lamps, Leaded, 2 pc.	2/12 Ame	2/12 American Furniture	190.00
Living Room Area Rug	2/12 Jackalope	alope	1450.00
Bedroom Rug	2/12 Jackalope	ilope	375.00
Linens	See Exhibit A Linens & Things, Sam's	าร & Things, Sam's	00.009
Dining Room Table Set	2/12 Ame	2/12 American Furniture	875.00
Dishes, cooking Ware, etc	See Exhibit A Cosco, Linens & Things	o, Linens & Things	500.00
TV, 47 inch, Sony	10/12 Best Buy	Buy	875.00
Office Desk	9/12 Sam's Club	s Club	175.00
Printer Table	10/12 Target	et	75.00
Brother MFC Printer	10/12 Staples	es	475.00
Wall Art	See Exhibit A Woo	See Exhibit A Woot, Cosco, Jackalope	450.00
Craftsman Tool Set	See Exhibit A Sears		150.00
Floor Jack, aluminum	2/12 Northern Tool	hern Tool	175.00
Makita cordless Drive Set	8/11 Nort	Northern Too!	475.00
Furniture Movers, 4 pc	6/12 Amazon	uoz	160.00
Refridgerator Mover (Dolly)	6/12 Amazon	20n	425.00

ITEMIZED PERSONAL PROPERTY LOSS

Security, Cables, locks, etc	1/12 JACKSONS	100.00
Clothes, Misc.	See Exhibit A Sams, Costco, Mens Wearhouse	700.00
Hand Gun, Smith & Wesson, 44 MAG	See Exhibit A Private Party	800.00
Hand Gun, Withness, Stainless Steel, 9mm	See Exhibit A Private Party	1000.00
Spare Tire, Trailer	1/12 Walmart	200.00
Tools, in tool Box	See Exhibit A Sears, Northern Tool	375.00
Battery, Trailer	1/12 JACKSONS	20.00
Blankets, Moving	1/12 U-Haul	80.00
Lighting, Portable Set	4/12 Cosco	80.00
Compressuer, Portable	4/12 Cosco	75.00
	Total Loss	24215.00

EXHIBIT A

etc : , 44 MAG M	4 queen bed sets, 2 queen conforters, 4 king pillows 15 pc Stainless Cook Set, Dansk Dinnerware, Flatware set, Knife Set 3 pc Oil Paintings, 4 pc Steel Wall Art, 2 pc Beveled Mirrors Tool Set 250+ pc	6/12 6/12 6/12 12/11
	ok Set, Dansk Dinnerware, Flatware set, Knife Set ngs, 4 pc Steel Wall Art, 2 pc Beveled Mirrors Tool Set 250+ pc	6/12 6/12 12/11
	ngs, 4 pc Steel Wall Art, 2 pc Beveled Mirrors Tool Set 250+ pc	6/12
	Tool Set 250+ pc	12/11
	4 nc chirte 20 nc Suit Balt ties 2 nc	1110
	1 pc, 1 m is to pc, sair, pcir, acs 1 pc	1/12
	Model 629, 8 3/8 Barrel	6/12
	Tanfoglio Witness Stainless Steel Frame, Full Size, 18 Rd Mag	4/04
loois, in looi box Carpenters loois, saw	Carpenters Tools, saws, nail gun, Sawzall, Craftsman Carpenters tool Box	2009

















